

## **REMARKS**

Claims 9-14 are pending in the application and are finally rejected. By this paper, it is proposed to amend claims 9-11 to overcome the final rejection of the claims. Entry of this Amendment is respectfully requested in order to place the application in condition for allowance or to narrow the issues for appeal. Reconsideration and allowance of claims 9-14 are respectfully requested.

### **Prior art rejection**

Claims 9 - 12 stand rejected under 35 U.S.C. § 103(a) as being anticipated by US Patent number 6,181,710 to Cooper, et al. ("Cooper") in view of US Patent number 6,259,910 B1 to Fairfield, et al. ("Fairfield"). Claims 13 and 14 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Cooper in view of US Patent number 5,924,018 to Salas. Reconsideration of these rejections based on the amendments and arguments below are respectfully requested.

With respect to independent claims 9, the Final Office Action acknowledges that "Cooper does not expressly disclose 'wherein the radio interface unit and the digital interface unit are removable and are configured to provide temporary telecommunications service over a temporary radio link until permanent optical or copper plants are deployed, whereupon the radio interface unit and the digital interface unit may be removed and replaced with a fiber optic cross connect or a digital distribution point when the permanent optical or copper plants are deployed,'" as claim 9 recites. To provide this missing teaching, the Final Office Action looks to Fairfield.

According to the Final Office Action, Fairfield discloses at column 1, lines 60-64 and 66-67 "permanent optical and copper plants that are deployed" and "can be fabricated inexpensively and easily installed and removable radios for the purpose of centralizing functionality." This language appears in Fairfield as description of a prior art system, Fig. 2.

Fairfield actually relates to a "block radio" technology, in which base stations serving respective cells of a wireless telecommunications system illustrated in Fig. 2 are replaced with a block radio 302 serving a plurality of radio heads 303-1, 303-2 which in turn serve respective

cells of the wireless system, illustrated in Fig. 3 of Fairfield. Wirelines 304-1, 304-2 connect the radio heads to the block radio. The block radio is described in Fairfield column 2, lines 3-57.

The Final Office Action relies on the statement in Fairfield that “emergence of another technology suggests removing the radios from the base stations and centralizing their functionality in a single unit known as a block radio,” column 1 line 66 – column 2, line 2. This statement is a description of the motivation or advance provided by the invention of Fairfield—that of changing the architecture of the system so that the radio circuit from each base station of a plurality of base stations (as in the prior art of Fig. 2) is instead located at a centralized location at the block radio, which serves a plurality of radio heads. The text of Fairfield column 2 describes the differences between these approaches and the benefits of the block radio approach.

Thus, the act of “removing” a radio from a physical installation is not a part of Fairfield. Rather, Fairfield describes re-drawing the block diagram of where radio components are located. The old block diagram is shown in Fig. 2 and marked prior art. The new block diagram is shown in Fig. 3 and illustrates Fairfield’s new concept of a radio system built around a “block radio” shared by many radio heads. Components that can be shared are moved to the central block radio. No physical radio is ever installed and later removed. In the context of claim 9, no radio components “are removable” so that they can be removed and replaced with other permanent components.

Accordingly, it is submitted that claim 9 includes limitations nowhere shown, described or even suggested by Fairfield or Cooper, taken alone or in combination. It is submitted that claim 9 is therefore allowable over the cited art. Claim 11 includes similar limitations and is submitted to be allowable for the same reasons. Claims 9 and 11 have been amended to more clearly define the distinction, as will be discussed in more detail below.

It is further submitted that no proper motivation to combine or modify Cooper according to Fairfield has been provided in the Final Office Action. The Final Office Action acknowledges that Cooper does not expressly disclose radio components that are removable and are configured to provide temporary telecommunications service over a temporary radio link until permanent optical or copper plants are deployed. The Final Office Action relies on Fairfield and asserts “It would have been obvious to of ordinary skill in the art at the time of the application to include

removable radios when the cost of cost of laying permanent wire or optical networks becomes justified as the rural areas increase in population.”

But neither Fairfield nor Cooper disclose removing or substituting radio components for any reason. Moreover, neither reference shows, describes or suggests modifying the telecommunication system to accommodate increase in population in a service area. It is submitted that this rejection uses hindsight based on Applicants’ claim to piece together the unrelated references of Fairfield and Cooper. The cited prior art, taken as a whole, fails to properly suggest the combination relied on in the Final Office Action.

Accordingly, withdrawal of the 35 U.S.C. § 103(a) rejection of claims 9 and 11 is respectfully requested. Claim 10 is dependent from claim 9 and claims 12-14 are dependent from claim 11. Each of the dependent claims is submitted to be allowable for the same reasons.

#### Rejections under 35 U.S.C. § 112

Claims 9 and 11 stand finally rejected under 35 U.S.C. § 112, second paragraph, as being indefinite. According to the Final Office Action, the terms “temporary” and “until” in these claim render them indefinite. “The terms ‘temporary’ and ‘until’ are not defined by the claim, the specification does not provide a standard for ascertaining the requisite degree, and one of ordinary skill in the art would not be reasonably apprised of the scope of the invention.”

Further, according to the Final Office Action, the recitation in claims 9 and 11 “whereupon the radio interface unit and the digital interface ‘may be’ removed” renders these claims indefinite. Finally, the Final Office Action notes that Claim 10 recites the limitation “the subscriber side interface” in line 1 and asserts that there is insufficient antecedent basis for this limitation.

By this paper, claims 9, 10 and 11 have been amended to correct to noted deficiencies. First, the preamble of both independent claims 9 and 11 have been amended to recite that a system for providing telecommunications service to telecommunications users in a *new* service area *during a period of growth in demand for said telecommunications service (emphasis added)*. Support for these and other amendments may be found, for example, at paragraphs [0011] and [0057] of the application.

Further, the language alleged to be indefinite has been removed. Instead of a “temporary” telecommunications service, claim 9 as amended recites “provid[ing] telecommunications service to the new service area over a radio link for a limited time during the period of growth in the demand for said telecommunications service to the new service area.” It is submitted that the terms “temporary” and “until” were in fact sufficiently definite for an ordinarily skilled artisan to understand the scope of the claim. However, it is further submitted that as amended, the terminology of claim 9 is defined within in the claim so that the ordinarily skilled person is apprised of the scope of the invention. For example, it is clear that the radio interface unit and the digital interface unit are for providing service to a *new* service area and for a *limited time* during a period of growth in demand for service. Thereafter, these components are removed and replaced with more permanent components to provide the service. Claim 11 includes similar recitation to clarify the scope of this claim.

In claim 10, the recitation of “the subscriber side interface” has been amended to read “the subscriber area interface” to make this claim consistent with claim 9.

Accordingly, withdrawal of the 35 U.S.C. § 112 rejections of claims 9-11 is respectfully requested.

With this response, the application is believed to be in condition for allowance. Should the examiner deem a telephone conference to be of assistance in advancing the application to allowance, the examiner is invited to call the undersigned attorney at the telephone number below.

Respectfully submitted,

/John G. Rauch/  
John G. Rauch  
Registration No. 37,218  
Attorney for Applicants

January 6, 2009  
BRINKS HOFER GILSON & LIONE  
P.O. BOX 10395  
CHICAGO, ILLINOIS 60610  
(312) 321-4200